

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

RBS CITIZENS, N.A., d/b/ a CHARTER)
ONE BANK, a National Banking)
Association,)

Plaintiff,)

- vs -)

TAYYAB CAB CORPORATION, an)
Illinois Corporation and MOHAMMED)
ALTAF, an individual,)

Defendants.)

Case No. 1:11-cv-01808
Hon. James B. Zagel

PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT

NOW COMES, the Plaintiff, RBS CITIZENS, N.A. d/b/a, Charter One a National Banking Association, (hereinafter called "Charter One"), by and through one its attorneys, William E. Nelson of the firm of Simon, PLC and as and for its motion for Motion for Default Judgment, against the defendants, Tayyab Cab Corporation, (hereinafter called "Tayyab"), and Mohammed Altaf, (hereinafter called "Altaf"), states as follows:

1. On or about March 26, 2011, Charter One filed its Complaint in this cause.
2. Tayyab and Altaf were duly served with Summons and Complaint in this cause.
3. On April 26, 2011 this Court found Tayyab and Altaf to be in default on Charter One's Motion for Default brought pursuant to FRCvP Rule 55
4. Subsequent April 26, 2011 Charter One moved to enter default judgment against Tayyab and Altaf.
5. Subsequent to the filing of the motion for entry of judgment, Charter One entered into negotiations with Tayyab and Altaf to attempt to amicably recover the amounts alleged in this

cause resulting the signing of a forbearance agreement in the form of a Modification/Extension Agreement to Commercial Line Note by Tayyab and Altaf, a copy of which is attached hereto and by this reference incorporated herein as Exhibit 1.

6. Tayyab and Altaf have failed to timely make the payments to Charter One that are required of them by the terms of Exhibit 1 having only made payments in the amount of Seven Thousand and No/100ths Dollars (\$7,000.00)..

7. Attached hereto and by this reference incorporated herein as Exhibit 2 is the Confession of Judgment signed by Tayyab and Altaf in conjunction with the signing of Exhibit 1.

9. Exhibit 2 provides that there is One Hundred Thousand One Hundred Five Thousand Six Hundred Twenty Six and 06/100ths Dollars (\$105,626.06) due on this account as of the signing thereof.

10. Further, Exhibit 1 provides that per diem interest of Ten and 93/100ths Dollars (\$10.93) would continue to accrue on this account from and after default under the terms of Exhibit 1.

11. Charter One received the last payment pursuant to Exhibit 1 from Tayyab and Altaf on August 20, 2012.

12. Subsequent to the receipt of the last payment received by Tayyab and Altaf, interest in the amount of Two Thousand and 19/100ths Dollars (\$2,000.19) has accrued on this account through February 19, 2013.

13. Exhibit 2 provides that in addition to the principal and interest as set out above, Charter One is entitled to recover its costs of collection including reasonable attorneys' fees pursuant to the Collection Expenses.

14. Attached hereto as Exhibit 3 and by this reference incorporated herein is the Affidavit of William E. Nelson.

13. Exhibit 3 provides that Charter One has incurred additional costs in the amount Fifty Five and 62/100ths Dollars (\$55.62), and additional attorneys' fees of One Thousand Six Hundred Seventy Five and 80/100ths Dollars (\$1,675.80) subsequent to the signing of Exhibit 2.

WHEREFORE, Charter One prays this Honorable Court grant it relief as follows:

A. That Charter One be granted Default Judgment against Tayyab and Altaf, jointly and severally, in the amount of One Hundred Two Thousand Three Hundred Fifty Seven and 67/100ths Dollars (\$102,357.67) together with any further costs that are incurred in pursuing any post-judgment proceedings in this action; and

B. That the Court grant the Plaintiff such other and further relief as may be equitable and just.

RESPECTFULLY SUBMITTED,

/s/ William E. Nelson

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